MASTER AGREEMENT

BETWEEN

ALCONA COMMUNITY SCHOOL DISTRICT

AND

ALCONA EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION

MEA/NEA

2024-2027

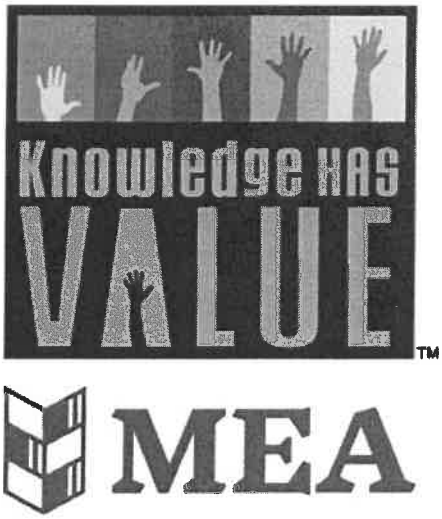


TABLE OF CONTENTS

Article 1	Agreement	1
Article 2	Recognition	2
Article 3	Extent of Agreement	3
Article 4	Board Rights	3
Article 5	Union Rights	4
Article 6	Employee Rights and Protection	7
Article 7	Union Membership and Payroll Deduction	10
Article 8	Grievance Procedure	13
Article 9	Seniority and Probation	16
Article 10	Lay-off and Recall	18
Article 11	Vacant Positions and Transfers	19
Article 12	Hours of Work and Overtime	22
Article 13	Working Conditions	24
Article 14	Bus Drivers Hours of Work and Working Conditions	27
Article 15	Evaluations	30
Article 16	Sick and Personal Leave	31
Article 17	Unpaid and Other Absences	35
Article 18	Vacations	37
Article 19	Holidays	38
Article 20	Compensation	44
Article 21	Insurance	46
Article 22	Negotiations Procedure	49
Article 23	Limitation of Authority and Liability	51
Article 24	Separability and Savings Clause	51
Article 25	Duration of Agreement	52
Appendix A	Grievance Report Form	53
Appendix B (FMLA)	Employee Rights and Responsibilities Under The Family And Medical Leave Act	57
Appendix C	Job Classifications	60
Appendix C-1	Classification Wages	61
Appendix D	Employee Incident Report	62
Memorandum of Understanding – Vacation for Employees Hired Prior to July 1, 1996		63
Memorandum of Understanding – Replacement of Paid Medical Leave Act (PMLA) with Earned Sick Time Act (ESTA)		63

ARTICLE 1

AGREEMENT

THIS AGREEMENT is entered into by and between the Board of Education of The Alcona Community Schools located at LINCOLN, MICHIGAN, and hereinafter termed the "Employer," and the Alcona Educational Support Professionals Association, Michigan Education Association, and National Education Association at EAST LANSING, MICHIGAN, hereinafter called the "Union."

WHEREAS, both parties are desirous of striving toward excellence in the operation of an educational facility for the Alcona Community School District, do mutually agree to the terms and conditions hereinafter set forth.

ARTICLE 2

RECOGNITION

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement as included in the following classifications:

Full and part-time Secretaries; Paraprofessionals & Clerks; Maintenance, Facility Caretakers & Mechanics; Food Service; and Transportation, excluding substitutes and employees covered by Article 4, Section 4 of this Agreement.

SECTION 2. Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit represented by the Alcona Educational Support Professionals Association, Michigan Educational Association, National Education Association (AESPA/MEA/NEA), and only to such persons.

SECTION 3. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or the provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employee, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

SECTION 4. The Employer agrees to respect the jurisdictional rights of this Union and shall not direct or require its employees, other than employees in the bargaining unit here involved, to perform work which is recognized as the work of the employees in this unit.

SECTION 5. The Employer will not sub-contract bargaining unit work. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented, or leased by the Alcona Community Schools Board of Education, its officers or agents, that falls within the Recognition clause above.

SECTION 6. Employees must work a minimum of 20 hours per week within one or more specific job classifications to be eligible for membership in the Union and covered by this Agreement.

SECTION 7. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.541 et seq. shall be allowed to reject, modify, or terminate this collective bargaining agreement in accordance with the Local Government and School District Fiscal Accountability Act.

ARTICLE 3

EXTENT OF AGREEMENT

SECTION 1. This Agreement shall constitute the full and complete commitment between both the Board and the Association and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in the form of a written and signed amendment to this Agreement.

SECTION 2. This Agreement shall supersede any rules, regulations or practices of the Board which shall be directly contradictory to explicit provisions to this Agreement.

ARTICLE 4

BOARD RIGHTS

SECTION 1. The Board, on its own behalf of the electors of the Alcona Community School District, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

SECTION 2. It is understood by all parties to this contract, that the management of the school system and the direction of the working forces, including the right to plan, direct and control school operations, to hire, suspend, or discharge for cause, or transfer, to relieve employees from duty because of lack of work or for other legitimate reasons, layoff employees, and the right to introduce new or improved production methods or facilities, are vested exclusively in the Board.

SECTION 3. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiation with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

SECTION 4. All appointed officers, Supervisors, Confidentials (Central Office Staff) and part-time or temporary employees scheduled to work less than twenty (20) hours per week are exempt from the Union contract.

ARTICLE 5

UNION RIGHTS

SECTION 1. The Employer recognizes the right of the Local Union Membership to elect one Union Representative for each classification. The authority of the Union Representatives so elected by the Local Union shall be limited to, and shall not exceed the following duties and activities;

a) The investigation and presentation of grievances with his/her Employer or the designated school representative in accordance with provisions of the collective bargaining agreement during working hours without the loss of pay.

b) The collection of dues when authorized by appropriate Local Union action.

c) The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information:

1. Have been reduced to writing, or
2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

d) The Association Representative and alternate have no authority to take strike action or any other action interrupting the Employer's business (except as authorized by official action of the Local Union). The Employer recognizes these limitations upon the authority of the Association Representative and his/her alternate, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Association Representative has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.

e) The Association Representative shall be permitted time to investigate, present and process grievances on the Employer's property without the loss of time or pay during his/her regular working hours. In each and every instance where such time is required, the length of time and the time period within the working hours shall be agreed upon in advance by the Association Representative and the Employer Representative. Permission shall be granted based upon the agreement. If required by law, the Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Service (ORS) for any Union release time. If either party disagrees with the application of the law, then said party will address this issue through the Michigan Employment Relations Commission (MERC).

SECTION 2. The Alcona School Board recognizes the AESPA President (or designee, if the President is unavailable) for servicing its members district-wide. The President will participate in conjunction with the Association Representatives in all grievances. The President will have

the time necessary to act in this manner without loss of pay or benefits. The President will serve on all Safety Panels. If required by law, the Union shall reimburse the District on a current basis those sums paid to the ORS for any Union release time. If either party disagrees with the application of the law, then said party will address this issue through MERC.

SECTION 3. The President shall be permitted time to investigate, present, and process Class Grievances to the Employer without the loss of pay or benefits, and, if necessary, may be required to serve as witness at any court, tribunal, or Unfair Labor Charge hearing in conjunction with said grievance. Arrangements must be made with the School Superintendent for notification to the School Board of the President's participation. If required by law, the Union shall reimburse the District on a current basis those sums paid to the ORS for any Union release time. If either party disagrees with the application of the law, then said party will address this issue through MERC.

SECTION 4. The Union shall have the right to use school buildings and facilities free of charge for meetings and activities, providing school is not in session. The Union will be responsible for maintenance and supervision at said meetings/activities.

SECTION 5. The Union shall have the rights to post notices of activities and matters of Union concern on bulletin boards in each school building/facility for the purpose of posting AESPA/MEA/NEA materials. The Union may use the District mail and email service and employee mailboxes for communications to bargaining unit employees.

SECTION 6. The Union shall also have the right to use school equipment, including duplicating equipment, calculating machines, audio-visual equipment, and district technology, including computers, at reasonable times, when such equipment is not otherwise in use.

SECTION 7. Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with representatives of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement.

SECTION 8. The Board will provide to the Union in response to reasonable requests, available information concerning the District's financial resources, including tentative budgetary requirements and allocations (with the understanding that such are tentative and therefore subject to change).

SECTION 9. Beginning August 1, 2024, and every ninety (90) days thereafter, designated Union representatives (Union treasurer and Alpena MEA office) will be given, via e-mail and attached Excel document, a complete listing of all bargaining unit staff that includes the following:

1. First, middle, and last name.
2. Start date of employment in current bargaining unit.

3. Building(s) assigned.
4. Name of position(s) assigned with classification(s).
5. Hourly pay rate and number of regular hours worked weekly along with number of days worked per year (exclusive of "extra runs", summer school, any other non-regular school day/school year pay that is not guaranteed by contract).
6. Employee identification number (if applicable).
7. Work email address and personal email address.
8. Home mailing address.
9. Home and cell phone number.

SECTION 9-A. The above-listed information shall be provided via email in an attached Excel template format provided by the Union.

Designated Union representatives shall be given, via e-mail and attached Excel document, the same information detailed in Section 9 above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

SECTION 9-B. Termination of employment by any bargaining unit member shall be reported to the designated Union representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

SECTION 9-C. Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) lasting more than twenty (20) days shall be reported to the designated Union representatives via e-mail no later than five (5) business days after the first day of leave. Notification of any bargaining unit member returning from a layoff or leave of absence (paid or unpaid) shall be reported to the designated Union representatives via e-mail no later than five (5) business days after the first day of return.

SECTION 10. The Employer agrees to grant time off limited to five (5) days in any one (1) calendar year, without discrimination or loss of seniority rights and without pay, to an employee to attend a labor convention, or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union specifying length of time off for Union activities. Due consideration shall be given to the number of personnel affected so that there shall be no disruption of the Employer's operations due to lack of available employees or the creation of a condition which would necessitate overtime pay for an employee filling the position created by such time off. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Service (ORS) for Union release time as required by law.

ARTICLE 6

EMPLOYEE RIGHTS AND PROTECTION

SECTION 1. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

SECTION 2. The Employer will provide to the employee, such legal assistance as will be required or needed as a result of acts occurring when and while said employee is in the performance of his/her normal duties and responsibilities except in cases of gross misconduct.

SECTION 3. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

SECTION 4. Employees shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member, or the lack thereof, shall be grounds for any discrimination as to the professional employment of such members. This shall not be construed to sanction an employee's unauthorized absence for religious or political activities. Actions of any employee that are private and personal are not within the appropriate concern or attention of the Board.

SECTION 5. The provisions of this Agreement shall be applied without regard to race, religion, color, national origin, age, sex, (including sexual orientation and transgender
identity), disability, height, weight, military status, ancestry, or marital or family status, genetic information or any other legally protected category.

SECTION 6. The Employer shall not discipline an employee without just cause. The District will use progressive discipline as outlined below:

1) Verbal Warning
2) Written Warning
3) Written Reprimand
4) Suspension (paid or unpaid)
5) Discharge (termination)

The severity of the infraction may warrant omitting steps, including immediate discharge.

Upon the second written notice, an assistance meeting will be conducted between the employee, the Union representative, and appropriate administrator with the results of the meeting in writing to all parties and a copy of the same to the Union President.

SECTION 7. Employees may be subject to reasonable disciplinary measures for any of the infractions listed below or for any similar infractions which are not in the best interests of the School District, public concerns, and the safety and education of students. Any such infractions may constitute just cause for discipline:

1. Tardiness
2. Unexcused absence or leave time misuse
3. Fighting
4. Use of alcohol or other drugs on the job
5. Reporting for work under the influence of alcohol or other drugs
6. Refusal to perform assigned work
7. Misuse of school equipment or supplies including stealing
8. Failure to use accepted safety standards
9. Swearing in the presence of students or the public
10. Reckless behavior or student/staff endangerment
11. Unsatisfactory work performance (incompetency)
12. Sexual harassment.

SECTION 8. Any employee shall be entitled to have present a Union representative during any investigation or interview where he/she believes disciplinary action may occur. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Further, in the event a disciplinary action is to be taken, the employee shall be advised of the right
to representation under this provision of this Agreement prior to the action being taken.

SECTION 9. All regular employees shall be eligible for wages and benefits in this Agreement unless discharged under the following circumstances:

a) Discharge of probationary employees
b) Discharge of misconduct connected with one's work, or for intoxication while at work or for an act of assault, theft or sabotage connected with one's work, whether or not such discharge has subsequently been reduced to a disciplinary lay-off or suspension.

SECTION 10. Discharge and suspension must be by written notice to the employee and the Union. Any employee may request an investigation as to his/her discharge or suspension. Should such investigation prove that an employee has been suspended or discharged without just cause, that employee shall be reinstated and compensated at his/her usual rate of pay for the period he/she was out of work. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request within five (5) work days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) work days and decision reached within fifteen (15) work days from the date of discharge of suspension.

SECTION 11. In all cases of any unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer for the duration of the unauthorized work stoppage or slow-down shall have the sole and complete right of discipline including discharge. Any violations of this Section are not entitled to the provision of Article 8, Grievance Procedure.

SECTION 12. The parties agree that mutual respect between and among administrators, teachers, co-workers, supervisors, and support staff is integral to the efficient conduct of the District's business. Treating others politely and courteously is the expectation of all staff in their interactions with each other. Should employees find themselves in conflicting situations, they should seek the counsel of an administrator, supervisor, Union representative, or other impartial third party to preserve the professional integrity of the District's workplace. If such counsel should not be effective in resolving the disagreement, the individuals will be encouraged to seek assistance through Community Mediation Services. The cost of these services will be shared equally by the individuals involved.

ARTICLE 7

UNION MEMBERSHIP AND PAYROLL DEDUCTION

SECTION 1. Membership in the union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this agreement to represent all employees included with the collective bargaining unit without regard to whether the employee is a member of the Union. the Board will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by the Michigan Public Employment Relations Act (PERA); will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Union, participation in any activities of the Union or collective negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement, or otherwise as to any terms or conditions of employment.

SECTION 2. Upon appropriate written authorization from an employee within the window of August 15th to September 15th or within 30 days of hire date, the District shall deduct from the salary of any such employee and make appropriate remittance into banks and credit unions. Deductions shall also be made for mutually agreed upon between Union and District MEA Financial Services programs, MESSA programs not fully employer-paid, annuities, tax-deferred plans and other payments.

SECTION 2-1. Payroll deduction of dues shall become effective on September 1 of the year the Association notifies the District of its intent to implement payroll deduction of Association dues.

SECTION 2-2. A member of the Association or an employee who has applied for membership may sign and deliver to the District a signed form authorizing the payroll deduction of dues within 30 days of their hire date or the timeframe outlined in Section 2 of this Article. Said authorization if received in a hard copy signed form or an electronically signed form provided by the Association shall be accepted and processed by the District.

SECTION 2-2. A. The District shall process payroll deduction forms received from members within the next ensuing pay period. Such authorizations shall continue in effect from year-to-year unless revoked in writing by the employee to the District.

SECTION 2-2. B. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the employee each month for ten (10) months, beginning in the first paycheck in September and ending in June of each year.

SECTION 2-2. C. If the payroll deduction amounts change within the course of any school year, the Association shall provide to the District a payroll change form for any affected member to apply within the next ensuing pay period of receipt to any remaining pays per the deduction schedule defined above.

SECTION 2-3. Upon receipt of authorized payroll deductions for Association dues,-the District shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of the ensuing pay.

SECTION 2-3. A. Accompanying the distribution of payments will be a report indicating the specific categorical (dues-amounts attributable to each employee with the employee's name, employee ID number (if applicable), payroll ID number (if different than employee ID). This Association-specific report shall be provided via email to the Association within the 10-day requirement as a PDF document.

SECTION 2-4. In the event of any legal action against the District brought in a court or administrative agency because it complied with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires and
2. The District gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels and
3. The Association shall have complete authority to compromise and settle all claims which it defends under this Section.

SECTION 2-5. The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Article 5, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

SECTION 2-6. This provision H. becomes effective immediately upon, and applies to the extent permitted by, either of the following:

1. A decision or ruling by the United States Supreme Court that reverses or limits, in whole or in part, Janus v AFSCME, ___US___; 138 S Ct 2448 (2018).
2. The ratification of an amendment to the United States Constitution that restores the ability to require, as a condition of employment, a public employee who is not a

member of a bargaining representative to pay, under any circumstances, fees, including agency fees, to the bargaining representative.

When this provision H. is effective, as a condition of continued employment, bargaining unit employees shall pay the bargaining representative membership dues or service fees. This provision would supersede the first sentence in Section C, above.

Any and all other conditions of employment related to the enabling of the provision in Article 7 shall be negotiated by the parties upon the effective date of either H.1 or H.2 above.

ARTICLE 8

GRIEVANCE PROCEDURE

SECTION 1. It is mutually agreed that all grievances, disputes, or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

SECTION 2. For purposes of this article, the term "work days" shall mean days the aggrieved employee(s) are scheduled to work, except if the aggrieved employee(s) are not scheduled to work during the summer months between academic years. During the summer months the term "work days" shall mean days that the School District's administrative office is open.

Time limits may be extended only with the written consent of the Employer and the Union. If time limits as required in this Article are not observed by the grievant or the Union, the grievance must be considered abandoned. If time limits as stated in this Article are not observed by the Board or Administration, the grievant or Union have the right to move the grievance automatically to the next level.

SECTION 3. A grievance is an alleged violation of the express terms of this Agreement or any established practice, rule, order, policy, or regulation affecting bargaining unit employees. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Action taken by the employer with respect as to probationary employees including, but not limited to, discipline up to and including discharge;
2. Any matter involving the content of employee evaluation;
3. Any matter for which there is recourse under state or federal statue and any dispute within the jurisdiction of a state or federal agency;
4. Any dispute regarding the content of an insurance policy.

Should any grievance, disputes, or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1 – The immediate supervisor
Step 2 – The Superintendent
Step 3 – Board of Education
Step 4 – Arbitration and/or other legal proceedings

GRIEVANCE PROCEDURE:

Step 1. By conference between the aggrieved employee, the Union representative, and the Supervisor. Grievances must be taken up promptly and no grievance will be considered unless the aggrieved employee initiates this conference no later than ten (10) work days after the occurrence of the facts upon which the grievance is based or when the employee became aware of the facts. If not settled in this manner, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form, signed by the Union representative, within five (5) work days of the conference and deliver same to the Superintendent.

Step 2. After receipt of the written grievance by the Superintendent, a conference between the Union representatives and Employer representatives will be held within five (5) work days thereafter. The Union representative shall be either the President or MEA representative.

Step 3. If the Union or the grievant is not satisfied with the disposition of the grievance by the Superintendent or designee, or if no disposition has been made within five (5) work days of meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent within five (5) work days, using the form in Appendix A. The Board, no later than its next regular meeting, shall on the written request of the grievant, hold a hearing on the grievance in Executive session, provided that is allowable under the terms of Michigan Open Meetings Act; or at the request of the Union given such other consideration as it shall deem appropriate. Disposition of the grievance by the Board in writing shall be made no later than five (5) work days thereafter. Two (2) copies of such disposition shall be furnished to the Union.

Step 4. In the event that the grievance is not satisfactorily settled at the Board step, the Union shall have fourteen (14) work days from the date of the answer at Step 3 or if no answer was given, the date the Step 3 answer was due in which to submit the grievance to arbitration.

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Step 5. Arbitration: A submission to arbitration shall be made by filing a Demand for Arbitration with MERC. All matters submitted to Arbitration shall be submitted to the American Arbitration Association (AAA) in accordance with its Voluntary Rules and Regulations-and such rules shall govern the arbitration hearing. The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement. The arbitrator shall have no power to establish wage schedules or change any wages. The arbitrator shall have no power to award monetary relief where there has been no loss or reduction in wages. The arbitrator shall have no power to interpret state or federal law except as may be necessary to determine whether a grievance is arbitrable. The arbitrator shall have no authority to decide a matter which is excluded from the grievance procedure. The arbitrator shall have no power to award interest or punitive damages. The arbitrator shall have no power to award relief retroactive beyond the date the grievance was filed. The arbitrator shall have no power to change any practice, policy or rule of the Employer,

nor to substitute his/her judgment for that of the Employer regarding the reasonableness of any such practice, policy rule or any action taken by the Employer.

The arbitrator's power shall be limited to deciding whether the Employer has violated the express Articles or Sections of this Agreement and the arbitrator shall not imply obligations or conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement. Both parties agree to be bound by the award of the Arbitrator and that the costs of any arbitration proceeding under this provision shall be borne equally between the parties except that each party shall pay the expense of its own witnesses.

SECTION 4. The parties agree that the termination of the services or extension of the probationary period of a probationary employee are not subject to the grievance procedure.

SECTION 5. Should a grievance arise involving more than one (1) employee, such grievances will be designated as Class Grievances.

ARTICLE 9

SENIORITY AND PROBATION

SECTION 1. Seniority is defined as the total length of continuous service within the district including layoff periods, but excluding leaves of absence where seniority does not accrue. Seniority will begin on the last date of hire. Seniority will be determined on a classification basis.

Employees shall be placed in one or more of the following classifications based on their current assignments:

1. Secretaries
2. Paraprofessionals
3. Facility Caretakers
4. Mechanics/Maintenance
5. Food Service
6. Transportation (Bus Driver)

SECTION 2. Date of hire shall be the employee's start date. In the event two or more employees have the same date of hire, seniority will be determined by a lottery system. The lottery will be held at a date, time, and place agreed upon by the Board and the Union, and will be conducted in the presence of the newly hired employees, Superintendent (or his/her designee), and Union representative(s). Seniority shall be granted only after the completion of the probationary period addressed in Section 3 below.

SECTION 3. New employees may acquire seniority after being employed sixty (60) work days. Any day on which the employee is absent from work shall not be counted as a work day. After being employed sixty (60) work days, the employee will be granted seniority or probated for another thirty (30) days with a written valid explanation, in which event and upon successful completion of probation, the employee's seniority will date back to the date the employee was first scheduled to report to work. When an employee completes the successful probationary period, a letter will be directed to the employee affirming their completion of the probationary period within seven (7) work days.

SECTION 4. The Employer shall annually, by October 1 of each year, post a list by classification of the employees arranged in order of seniority. If an employee disagrees with the seniority list, he/she will promptly, within ten (10) work days, notify the Employer in writing, stating the basis for such disagreement. A seniority list will be transmitted to the Union President by October 1_{st} of each year.

SECTION 5. Seniority shall be broken only by discharge or voluntary quit; or during a leave of absence where it is specified seniority does not occur; or lay-off for a period of more than two (2) years; or if the employee is absent from work for three (3) or more consecutive days without appropriate notice.

SECTION 6. The Union President shall be granted super-seniority for purposes of lay-off and rehire providing he/she has the ability and qualifications as determined by the Employer.

SECTION 7. In the event an employee works in a primary and secondary classification simultaneously, the employee shall accrue seniority in the primary classification and secondary classification, with a separate list of seniority maintained for each classification.

SECTION 8. When an employee voluntarily transfers to another classification, his/her seniority, for purposes of lay-off and recall, shall remain frozen in the original classification and can be used to bump back into the original classification. When an employee is involuntarily transferred to another classification, his/her seniority, for purposes of layoff and recall, shall carry over to the new classification.

ARTICLE 10

LAY-OFF AND RECALL

SECTION 1. Except as noted in Section 2 of this Article, strict seniority shall prevail when lay-off or recalls are necessary within a classification. The lowest seniority employee in the classification affected will be laid off first from that classification. When recalling laid off employees, recalls will be by classification. An employee laid-off in one classification may not assume the position of an employee in another classification having lower seniority, unless the employee being laid-off possesses accrued seniority through work experience in such other classification. An employee shall be eligible for recall to a classification in which he/she has seniority, in such cases the Employer agrees to follow procedures outlined in Article **9**. Although layoffs and recalls shall be based upon seniority within a classification, an employee must be qualified for the available position.

SECTION 2. In reducing the workforce because of lack of work or lack of funds, the first employees to be laid off are part-time, and then full-time employees.

SECTION 3. In recalling procedures, the last employee laid off within the classification affected will be the first recalled.

SECTION 4. In the event of a layoff, an employee so laid-off shall be given two (2) work weeks notice of lay-off and recall to work, mailed to his/her last known address by certified mail. It shall be the responsibility of the employee to keep the Employer advised of his/her current address. In the event that the employee fails to make himself/herself available for work at the end of said two (2) work weeks from the date of the notice of recall, he/she shall lose all seniority rights under this Agreement and it shall conclusively be considered to constitute the employee's resignation. For employees who are not scheduled to work during the summer months between academic years, for purposes of layoff and recall during the summer months "work weeks" shall mean calendar weeks.

SECTION 5. In the event of a lay-off, substitute employees will not be used to supplant laid-off employees for more than twenty (20) work days.

SECTION 6. In the event an employee works for the Employer in a primary and secondary classification simultaneously, lay-off and recall shall be by seniority in the primary classification.

SECTION 7. It is understood that the right to assign duties to supervisory personnel rests exclusively with the Board. The Board agrees that supervisors or non-bargaining unit employees of the Board shall not be used to displace employees regularly employed in bargaining unit work, except in emergencies. An emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 11

VACANT POSITIONS AND TRANSFERS

SECTION 1. A vacancy shall be defined as a position which is unfilled because it is newly created or because the employee who held that position permanently severed his/her employment in the bargaining unit.

SECTION 2. When a position is permanently vacated, the Employer shall post it within five (5) work days or five (5) business days in the summer months. Bids shall be received in writing and, if possible, filled by the successful bidder within ten (10) work days. Employees shall receive the posting via their District email address to inform them of the open position(s).

SECTION 3. When a vacancy occurs within a classification, employees within that classification bidding on such vacancy shall be awarded such position based on the procedure set forth in Section 1-2 above. If no employee within the classification bids on the vacant position, employees in other classifications will be given consideration for such vacant positions based on specific qualifications as outlined in the job description. If no employee within the classification bids on the vacant position, employees in other classifications will be given consideration for such vacant positions, based on specific qualifications as outlined in the job description. Provided the ability and qualifications of the employee in a different classification is equal, in the opinion of the Employer, to other applicants, that employee shall be awarded the vacant position.

SECTION 4. The Employer reserves the right to hire supervisory and salaried employees at its own discretion, and will consider existing employees who apply.

SECTION 5. If the Employer opens additional classifications of employment within the positions covered by this Agreement, or closes or combines existing positions, the employee's work assignment, seniority, and classification are subject to negotiation with the Union.

SECTION 6. In the event management has been informed and is assured of a temporary job opening of twenty (20) work days or more due to illness, emergency leave, vacation, temporary work increases, weather, etc., the Employer will fill such jobs by offering them to the most senior employee within the classification of the bargaining unit, if qualified. The jobs will be offered by being posted, with interested employees to submit a bid by the deadline stated on the notice. All such assignments will be paid at the present rate called for in that classification as outlined in Appendix C-1. If no employee within the division bids on a temporary job opening, employees in other divisions will be given the opportunity to express interest in the temporary job opening.

SECTION 7. To be awarded a vacancy, an employee must meet the qualifications in the job description and posting at the time the vacancy is awarded. An employee who is awarded a

vacancy shall be granted a two (2) week trial period to determine:

(1) His/her desire to remain on the new job, and
(2) His/her ability to perform satisfactorily in the new assignment.

During the two (2) week trial period, the employee shall have the opportunity to revert back to his/her former position if so desired, and a letter of explanation shall be submitted to the immediate supervisor. If at any time during the trial period the Employer believes the employee is not satisfactorily performing the duties of the new assignment, such employee shall be returned to his/her former position and notice of such action will be submitted to the Union President with a copy to the employee. In the event the said individual is reverted to his/her former position for reason(s) other than his/her own desire, he/she will be given the reason(s) in writing. In the event the employee disagrees with the reason(s) stated, the matter shall be a proper subject for the grievance procedure. The employee returning to his/her former position shall retain the salary and seniority status as previously enjoyed prior to the move. Substitute employees may be hired to maintain the former position.

SECTION 8. Employees transferring to a new classification will receive the Start Rate as specified in Appendix C-1 for the new position. The Union and the District may negotiate a higher placement on the wage schedule based on the employee's seniority in the bargaining unit or prior experience in another school district. Other than not starting at the Probationary Rate, the transferred employee will move on Appendix C-1 as any new hire in that classification.

SECTION 9. In the event an employee leaves the bargaining unit for a non-bargaining unit position, he/she maintains his/her right to return to the former position only within the two (2) week trial period. This refers to the employees who wish to return to the previous assignment as well as Employer's directive to return. The employee returning to his/her formerly held position shall be permitted to bump the employee in that position. Substitute employees may be hired to maintain the former position.

SECTION 10. An employee must meet "highly qualified" federal guidelines to accept an instructional paraprofessional position. This means the employee must meet one of the following standards:

SECTION 10-1. Possess an Associate's Degree from an accredited institution or complete sixty (60) semester hours of college credit. Central Office will verify college course work.

SECTION 10-2. Pass a state approved assessment for paraprofessionals. The following formal assessments by which a paraprofessional may choose to demonstrate this knowledge are currently:

1. Michigan Test for Teacher Certification, Professional Readiness Exam (MTTC) or the original Basic Skills Exam (MTTC). A passing score is indicated on the score report.

2. ETS Parapro Assessment – passing score 460.
3. College Board's SAT – score 480 on reading and writing and 530 on math.

SECTION 10-3. Employees must contact the Central Office to obtain information on meeting the highly qualified standard or submit documents verifying their highly qualified status.

SECTION 11. Temporary employees will not be hired for more than twenty (20) work days in any position. Substitute employees will be considered temporary employees if working in the same position for twenty (20) consecutive work days. Unless substituting for an employee on an approved leave, after twenty (20) consecutive work days, the position will be posted as a vacancy.

ARTICLE 12

HOURS OF WORK AND OVERTIME

SECTION 1. The regular work week is established as five (5) days, eight (8) hours per day; or forty (40) hours per week. Every employee who works an eight (8) hour day will be allowed one (1) fifteen (15) minute break in each four (4) hour work period. Every employee who works an eight (8) hour day will take a one-half (1/2) hour unpaid lunch break.

Employees working less than an eight (8) hour day, but four (4) hours or more per day, will receive a one-half (1/2) hour unpaid lunch and one (1) fifteen (15) minute break for each four (4) hours of work. The Superintendent/Board can alter the work week to four (4) ten hour days, upon consultation with the Union, in June, July, and August.

Falsification of timesheets will subject the employee to disciplinary action up to and including discharge.

SECTION 2. The number of working days per year for school year employees will be the number of days established by the Board of Education including professional learning and record days. In addition, one day, at a maximum of eight (8) hours compensation, is allowed at the beginning of the school year for orientation. The date of the orientation will be established by the Superintendent's office. This shall not be construed as a guarantee of working days or working hours.

SECTION 3. Overtime pay will be one and one-half (1-1/2) times the hourly rate for all hours worked in excess of forty (40) hours in any week and can be taken as wages or compensatory time if approved by the supervisor. Overtime must be recorded on the time sheet and must be approved by the supervisor. Compensatory time for snow days must be used within thirty (30) work days or it will be converted to straight time pay. If the Employee physically works over forty (40) hours in that week, the compensatory time will be paid at the overtime rate.

SECTION 4. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1-1/2) times his/her hourly rate.

SECTION 5. Overtime work will be permitted only when authorized by the immediate Supervisor.

SECTION 6. Overtime shall be offered by seniority on a rotating basis. Employees who are offered the opportunity to work overtime and refuse, shall be charged the amount of overtime actually worked by the employee who does the required work for the purpose of equitable distribution of overtime. The least senior employee will be required to accept the assignment if a more senior employee does not accept the work.

SECTION 7. In instances wherein the Board of Education requires a physical exam of an employee, the cost of the physical exam will be reimbursed by the Employer. Any required related medical tests or procedures will be covered by the employee's health insurance plan. The Board will reimburse the employee medical costs for the physical exam and any related medical tests or procedures not covered by the employee's health insurance plan.

SECTION 8. Employees working additional hours during their regular work year, beyond regularly scheduled hours, will be paid at their regular rate except as outlined in

SECTION 9. The establishment of a regular work week shall not be construed as a guarantee of days or hours.

SECTION 10. The Employer will provide work for each employee on each student attendance day and professional development days as needed each year. Employees may be excused from professional development days with prior approval of the immediate supervisor with forty-eight (48) hours advance request time and the employee shall only be paid if they attend the professional development day.

SECTION 10-A. The Employer and Union will meet the day before the Orientation Day to discuss the professional development plan for employees and a tentative schedule of trainings. The District will email the tentative professional development calendar to bargaining unit employees at the beginning of the school year. Changes to the schedule will be emailed to bargaining unit employees.

SECTION 10-B. Trainings should be specific to employees' actual positions in the District. Instruction on equipment, tools, and procedures should be part of the professional development schedule. Trainings of general interest to all bargaining unit employees will also be considered.

SECTION 11. The Employer recognizes the skills required of school employees. The Employer further recognizes that in the event that it is necessary that an employee receive additional training during the time of the regular work day, the District will be responsible for the reimbursement of wages for that training. For any compulsory school or in-service training assigned by the Employer occurring on a leave day or off-duty, the employee will be paid straight time.

SECTION 11-1. If an employee is required to travel for training or in-service, the employee, with prior management approval, will be reimbursed for expenses (mileage, meals, registration, and accommodations as required) per Board policy.

ARTICLE 13

WORKING CONDITIONS

SECTION 1. Employees are considered year-round staff (200 or more working days) if working twelve (12) months during the school year. Staff are expected to work student instructional days during the school year and school business days during the summer months other than identified holidays, sick, personal, or other leaves memorialized in this contract. Year-round staff will not be required to work Christmas Break, Spring Break, and one week in July unless an emergency or essential work is necessary as deemed by the Superintendent. Staff may request unpaid time off while students are not in session as identified in Article 17, Section 2.

SECTION 2. Employees are considered school year employees when working the professional faculty and student calendar. Staff will be expected to work all professional development and students days during the school year unless utilizing sick, personal, or other leaves.

SECTION 3. The Employer shall first consider the personal safety of the employees in establishing operational procedures.

SECTION 4. The Board shall designate suitable rest areas and rest rooms for employee use.

SECTION 5. The Employer shall not require employees to take out on the streets or highway any vehicle that is not in safe operating condition or equipped with the safety appliance prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

SECTION 6. The Board shall support and assist employees with respect to the maintenance or control and discipline of students in the employee's assigned work area. The Board or its designee shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations. The District will reimburse employees up to $150, per incident, not covered by employee's Insurance, for properly documented loss, damage, or destruction of clothing or personal property of the employee while on duty in the school due to disruptive students, on the school premises, or while performing supervision of students on school sponsored trips, provided the item is necessary and reasonable for work and District/school policies, procedures, and plans are followed.

SECTION 7. Employees may use such physical force with a student as is necessary to protect himself/herself, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury. Employees shall be held responsible for the exercise of good judgment in the use of physical force against students and are not authorized to act in a retaliatory or unnecessarily aggressive manner.

SECTION 8. If employees are required to administer medications, the District shall provide:

1. Appropriate training to affected employee(s).
2. Specific written instructions regarding the dispensing of the medication.
3. The presence of a second adult, or a location where other adults are present during the dispensing of the medicine unless the employee is a licensed registered professional nurse.

SECTION 9. Any employee in any accident shall immediately report said accident and any physical injury sustained to their immediate supervisor. An employee shall provide to the Employer information for the completion of an accident report, including the names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employees to disciplinary action by the Employer. A copy of such accident report will be supplied the employee and available in the employee lounges and building offices.

SECTION 10. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by a doctor will be paid for the whole day.

SECTION 11. It is the duty of the employee and the employee shall immediately, or at the end of the respective shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the Employer. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in unsafe operating condition until same has been approved as being safe by the garage, supervisor, and/or Safety Officer.

SECTION 12. The Employer shall communicate through e-mail all employee related materials as required by law and this contract.

SECTION 13. The Employer will supply uniforms to the mechanics, and aprons for the cafeteria workers.

SECTION 14. The Employer agrees to furnish all necessary equipment to perform their assigned duties. Further, the Employer agrees to keep said equipment in safe operating condition.

SECTION 14-1. Employees shall not be charged for loss or damage of the Employer's property, tools, equipment, mobile or otherwise, or articles rented or leased by the Employer unless clear proof of negligence is shown.

SECTION 15. If the district reschedules pupil instruction days which are lost due to conditions beyond the control of school authorities (e.g., inclement weather), the rescheduling

of such days shall not affect, or otherwise require adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement, except as provided in Section 17 and 18 below. The parties will continue the practice of paying employees for the days that are cancelled due to conditions beyond the control of school authorities even though they do not work those days, and requiring employees to make up cancelled days beyond the period of time required by the state without being paid for the make-up days.

In the event the school calendar is amended, in consultation with the Union, and the school year is extended, any unapproved absence taken during the extension shall be considered lost time and the employee will not be compensated. Leave days cannot be used during such "make up" days unless required for emergency situations and as approved by management. Also, management reserves the right to require a doctor's verification for any employee taking personal illness time during make up days.

SECTION 16. Drivers are to be notified as soon as possible or before 5:30 a.m. that school is not in session due to Act of God (weather, health, etc.).

SECTION 17. In an emergency situation, members of the maintenance, facility caretaker, and mechanic divisions may be required to work during a snow day. They will be compensated by receiving days off or direct compensation not to exceed four (4) days.

SECTION 18. In an emergency situation or when work is available, members of the secretaries, paraprofessionals/clerks, facility caretakers, food service, and transportation classifications may be allowed to work during a snow day and be repurposed to meaningful work. They will be compensated by receiving days off or direct compensation not to exceed four (4) days. A list of staff volunteering to work snow days will be collected at the start of each year.

SECTION 19. Employees assigned to arrange for substitutes for absent employees will be credited with personal use time (P.U.D.) for the time spent on this activity. The time will be credited to the employee's P.U.D. bank effective on July 1 following the year the work is performed.

SECTION 19-1. The P.U.D. earned in this manner shall be utilized by the employees during non-instructional periods throughout the school year, before vacation time is charged. The P.U.D. time shall not carry over from one year to the next. It must be used during the school year it is credited to the employee's account.

SECTION 19-2. The time spent on this duty shall be recorded on their regular weekly timesheet as hours worked. The building principal shall review and approve the time earned in this category of work.

ARTICLE 14

BUS DRIVERS - HOURS OF WORK AND WORKING CONDITIONS

SECTION 1 - DEFINITIONS:

ROUTE, REGULAR ROUTE, OR REGULAR DAILY ROUTE - The driver's normal daily driving assignment including normal afternoon and morning runs bringing children to and from the school buildings and home plus any additional regular mid-day run such as morning kindergarten, vocational, or head start runs, etc.

RUN - Single driving trip which could be any one of the following:
- Normal morning, afternoon, or mid-day trip in Regular Daily Route
- Extra, special, field, or athletic trips which are not normally part of a Regular Daily Route.

SECTION 2. The regular pay period will be for two (2) weeks, ten (10) working days. Time and one-half (1-1/2) will be paid for over forty (40) hours per week. Time sheets (cards) must be properly and completely made out before submitting to the Transportation Office or Supervisor no later than the final day of the pay period. Falsification of timesheets will subject the employee to disciplinary action up to and including discharge.

SECTION 2-A. Overtime will be allowable only with the expressed permission of management.

SECTION 2-B. Extra bus trips or combinations of assignments that exceed forty (40) hours per week will not be approved except by mutual agreement between the driver and management. In the event that the number of hours worked per week exceeds forty (40) hours, the employee will be compensated at time and one half (1-1/2) or with compensatory time at the rate of one and one half hour (1-1/2) for each hour of overtime. Management will reserve the right not to assign employees to extra trips or extra assignments when the assignment would result in overtime. Compensatory time is to be used in thirty (30) work days, unless there is mutual agreement with management. If an extra trip is less than 20 miles round trip, the driver will return to campus and be reassigned to work during their down time. If work is able to be digitally accomplished while waiting for the event to be complete, a school device may be assigned and used to complete assigned work.

SECTION 3. Straight time will be paid for all athletic and-field trips. Layover time will also be straight time, providing the bus driver and bus remain at the site. Athletic trips will be paid as overtime if the driver physically works over forty (40) hours during that week. Drivers are required to assist with student supervision.

SECTION 4. Drivers will be guaranteed a minimum of two (2) hours per regularly

scheduled morning and afternoon bus run. If the driver's regular run is less than two hours, they will be reassigned to work at their driver wage in their daily job classification. The two (2) hour minimum shall not apply to extracurricular bus runs scheduled to start within one (1) hour of the students' start time. The student start time for the building where the extracurricular run originates will be used. If the two (2) hour minimum does not apply, the driver will be paid for the down time between the student start time and the scheduled start of the extracurricular run.

SECTION 5. When a driver's route is permanently vacated, the bus route(s) will be posted within five (5) work days. Bids shall be received in writing and open routes assigned to senior drivers within ten (10) work days.

SECTION 5-A. When a route is temporarily vacated it will be filled by a substitute driver. Periods longer than ten (10) work days will be posted.

SECTION 6. The Board of Education will reimburse the cost of the CDL DOT physical exam at a rate of $120 or the current rate, if higher. Any additional required related medical tests or procedures for the CDL DOT physical exam will be covered by the employee or employee's health insurance plan. The Board will reimburse the employee medical costs for any related medical tests or procedures not covered by the employee's health insurance plan.

SECTION 6-A. The Employer will reimburse the bus driver and mechanic for the chauffeur's license and required classification when renewed. Transportation employees will be reimbursed for drug/alcohol testing required by law or management.

SECTION 7. All routes will be established by the Employer and assigned by seniority to the drivers.

SECTION 8. Drivers are to be notified as soon as possible or before 5:30 a.m. that school is not in session due to Act of God (weather, health, etc.).

SECTION 9. The School Board will pay the difference between the amount paid by the State and regular rate of pay when involved in the training program, provided the program is required by law.

SECTION 10. Whenever extra runs are required, the driver selected to take the special run will be determined by the rotational seniority list described in Section 10-A below. Each driver will have the opportunity to either accept or reject the special run when their name comes up according to the rotational seniority list, with the least senior driver(s), on or off the list, required to take the special run(s) if qualified substitute drivers are not available as determined by management. The rotational seniority list will be used in selecting the qualified person for the special trip scheduled. For the purpose of this clause, time not worked because the employee did not choose to work will be charged to the employee for the purpose of maintaining the rotation of the seniority list.

SECTION 10-A. Extra trips shall be offered according to a continuing rotation list established by seniority, including substitutes at the beginning of the school year. Drivers interested in extra trips should sign up on the extra trip list on the first student day of the 1st Semester or by the first student day of the 2nd Semester.

SECTION 10-B. Except for unusual circumstances, extra trips will be posted three (3) days in advance in the bus garage on the bulletin board and drivers will have forty eight (48) hours prior to extra trip date to sign up. It is the driver's responsibility to regularly check the bulletin board. Drivers who do not sign up for the extra trips in the manner prescribed will be considered an automatic refusal.

SECTION 10-C. Coaches may serve as a driver for their athletic events if certified and in mutual agreement with the union.

SECTION 11. Drivers will be required to wash their bus at least once a week and sweep and clean the interior on a daily basis. Students should not be on board the bus during cleaning.

Drivers are also required to provide safety and pre-trip checks and any other inspections or procedures as required by law. Management reserves the right to inspect any and all buses without prior notification.

SECTION 11-A. Drivers will be paid one-half (1/2) hour in their time allowance for the express purposes indicated in Section 11 above once a day.

SECTION 12. The number of working days per year will be the number of student days established by the Board of Education as days in session. In addition, one day, at a maximum of eight (8) hours compensation, is allowed at the beginning of the school year for orientation. The date of the orientation will be established by the Superintendent's office. This shall not be construed as a guarantee of working days or working hours.

SECTION 13. Drivers must comply with all local, state or federal rules, regulations, requirements or face dismissal.

SECTION 14. "Snow Day Makeup" - See Article 13, Section 15.

ARTICLE 15

EVALUATIONS

SECTION 1. Any monitoring or observation of any employee's work performance shall be conducted in person and done openly with full knowledge of the employee by the employee's supervisor, or designated representative. The evaluation criteria shall be based on the employee's job description. The District will post job descriptions on the Staff/District hub for employee access. The Union will be notified when a job description is revised. The evaluation report shall be in writing and, if the employee's performance shall have been found to be unsatisfactory in any area, shall contain a description of the specific types of assistance that will be rendered by the evaluator and/or other staff personnel to aid in the employee's improvement.

SECTION 1-A. The written report shall be given to the person evaluated within ten (10) working days of the evaluation session and a conference will be held between the supervisor and the employee to discuss the evaluation report. The evaluation report shall be signed by both the supervisor and the employee, although the employee's signature shall only indicate their awareness of its contents and shall in no way be construed to denote agreement with the contents.

SECTION 2-A. The Employee shall have the right to attach an explanation or rebuttal to the report within ten (10) days of signing and have it included in their personnel file.

SECTION 2. Each employee's evaluation shall include at the conclusion of the report, the statement: "Considering all factors, the work performance of the employee is ___ satisfactory, ___ unsatisfactory (check one)."

SECTION 3. In the event an employee is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing with a copy to the Union.

ARTICLE 16

SICK AND PERSONAL LEAVE

SECTION 1. Sick leave shall accrue at the rate of one (1) day per month to a maximum accumulation of one hundred (100) days. When an employee has their maximum accumulated sick leave, the School District shall pay the employee for one-quarter (¼) of the day that the employee would have lost over one hundred (100) days.

SECTION 2. In calculating sick days, the following plan is to be used. Persons working five to ten (5 to 10) days in a month earn one half (1/2) day sick leave time. Persons working eleven (11) or more days per month earn a full one (1) day sick leave time.

SECTION 3. Sick leave shall be available for use by employees in the bargaining unit for the following purposes:

a) Acute personal illness or incapacity over which the employee has no reasonable control. Sick leave days may be used for illness or emergency in the immediate family (see Section 7-A for definition) A maximum of five (5) sick days per fiscal year may be used for attending funerals of non-family members, with supervisor permission.

b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

c) Sick leave for medical or dental extractions or treatment shall be taken in not less than one-half (1/2) day.

d) Sick leave will be authorized when an employee is taken ill on the job.

e) When an employee is found to abuse his/her sick leave privilege, he/she is subject to immediate dismissal by the Employer. Employees returning to work after five (5) or more consecutive personal illness (illness of the employee) days shall be required to present a medical approval to return to work. Employees that have used more than five (5) or more days cumulative during the year may be required to provide a medical note.

f) Employees who exhaust their accumulated leave will be subject to the provision in Article 17, Section 1.

SECTION 4. Sick leave may be granted in anticipation of future service not to exceed twelve (12) days per year. When employment is severed, a final accounting will be made and days due the Employer will be subtracted from the final paycheck. Recognized holidays falling within a period of sick leave shall not be counted as sick days.

SECTION 5. Sick leave may be allowed in cases of sickness or injury occurring during the vacation period provided the District receives medical documentation. The medical documentation must be provided within five (5) days of the employee's return to work.

SECTION 6. Four (4) paid personal leave days per year shall be granted for personal affairs except less than 12-month-per-year employees hired after March 15, 2004 shall receive three (3) paid personal leave days. Approval in advance from the immediate supervisor is required and a personal leave day form must be submitted and approved at least two (2) days prior to the date of leaving. Emergencies are exempted from the two (2) day requirement. Unused personal leave days will be added to the sick leave accumulation of each employee.

SECTION 6-A. Approval for personal leave days involving holidays, vacations, non-instructional days during the school calendar or recreational activities shall be at the discretion of management. A personal day may be used on an unpaid day during the winter or spring break as compensation. Personal leave days may not be used for gainful employment. Personal leave days may be used to extend the funeral leaves for family members provided in Section 7 below or to attend funerals of non-family members with one (1) day advanced prior approval. The Employer may limit the number of employees who are absent on the same date for personal leave.

SECTION 7. Funeral leave, not to exceed five (5) days per occurrence during the school year may be granted by the immediate supervisor for the following: Death of a member of the employee's immediate family or any member of the employee's household no matter the degree of relationship. The use of such days for funeral leave shall not be deducted from personal business days or sick days but shall be taken as needed.

SECTION 7-A. The employee's immediate family shall be considered spouse, mother, father, grandparents, child, sister, brother, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, and brother-in-law, and step parent(s). One (1) day may be granted for the attendance at the funeral of a member of the family, other than immediate, such as aunt, uncle, niece, nephew, and cousin. Such days shall be deductible from the employee's personal business days or sick days.

SECTION 8. For the loss of time due to an injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full week, five (5) days, after the accident without drawing on his/her sick leave credits, for any one (1) injury, but shall not be allowed on reoccurrence of the previous injury. The Employer may request from the employee, a medical statement verifying the seriousness of the injury in relationship to absence from work. The nature of the injury must be sufficiently serious to prevent the employee from working. When sick leave credits are exhausted, the employee will remain on Worker's Compensation until its benefits are exhausted. Employees, if requested, will be required and will submit a report from a doctor following a prolonged illness or injury indicating that he/she is physically able to do work available before his/her return to active work.

SECTION 9. In recognition of service to the District, a terminal leave payment shall be paid to the employee or his/her estate upon retirement, death or resignation of an employee in good standing. This provision applies only to those employees with at least ten (10) years service within the district as determined by the bargaining unit seniority list. The Employer shall pay the employee or his/her estate the sick days up to a maximum of one-fourth (1/4) of the accumulated sick days remaining in the bank. The rate of pay is calculated at the full rate the employee earned per day at the retirement, resignation or life expiration date. To be eligible for this provision at retirement, the employee must notify the Superintendent sixty (60) days in advance. Emergency situations may be looked at by a case by case basis with the Superintendent making the final decision.

SECTION 10. The Employer shall have the right to require an employee to see a physician selected by the Employer if there is a question whether the employee is medically able to perform the essential functions of his/her position or if abuse of leave is suspected based upon either a pattern of absenteeism or evidence that the employee is engaging in activities indicating the employee is able to work.

SECTION 11. Paid Medical Sick Leave: In accordance with the Michigan Paid Medical Leave Act ("PMLA"), MCL 408.961 et seq., an eligible non-exempt (hourly) employee may use up to forty (40) hours of paid medical leave, provided in this contract, for the following absences per fiscal year:

a. Mental or physical illness, injury or health condition, including related medical diagnosis, care, treatment, or preventative medical care of the employee or family member.

b. For a victim of domestic violence or sexual assault, any related medical care or counseling; victim services or legal services; judicial proceedings, or relocation.

c. For closure of the employee's primary workplace by order of a public official; for an employee's need to care for a child whose school or place of care has been closed by order of an public official; or a determination by health authorities that the presence of the employee or family member in the community would jeopardize the health of others due to exposure to a communicable disease.

d. A family member includes a child, parent, spouse, grandparent, grandchild, or sibling as defined by the PMLA. This provision shall be interpreted and applied consistent with the PMLA, and shall not provide greater benefits then that allowed by the statute. PMLA leave time runs currently with other leave available to the employee under this contract and under state or federal law. To be eligible, the non-exempt (hourly) employee must be employed for more than twenty-five (25) weeks in a calendar year, and worked an average of at least

twenty-five (25) hours per week during the immediately preceding calendar year. Leave time must be taken in increments of whole day or half day.

SECTION 11-1. The Earned Sick Time Act (ESTA) will replace the PMLA on February 21, 2025. The Union and District will write a memorandum of understanding regarding ESTA once the final rules and regulations are published.

ARTICLE 17

UNPAID AND OTHER ABSENCES

SECTION 1. Any employee desiring an unpaid leave of absence from his/her employment shall submit such request in writing to his/her immediate supervisor at least five (5) work days prior to each date of anticipated absence. The supervisor (or if the supervisor is unavailable, the Superintendent or his/ her designee) will respond to the request in writing in three (3) work days after receipt of the employee's request. The maximum leave of absence shall be for ninety (90) work days. Request for extension of leave of absence will be considered on an individual basis. Entitled insurance premiums will be paid by the employer for the first ninety (90) days. Failure to comply shall result in the complete loss of seniority rights and/or discharge for the employee involved. It is not the intention of this provision for employees to be gainfully employed during such leave periods. Employees who exhaust their accumulated paid leave will be placed on an unpaid leave of absence.

SECTION 2. Leave of absence of short duration without pay may be granted subject to the availability of an adequate replacement. The leave must be requested in writing five (5) work days prior to each date of anticipated absence and will be limited to one (1) day a month for nine (9) month employees. Leaves so requested must be taken if granted. Any employee using a regular work day, or part of a regular work day, for gainful employment may be subject to immediate dismissal. Emergencies are exempt from the five (5) day requirement with administrative approval.

SECTION 3. Family Medical Leave Act (FMLA). Family and Medical Leave will be in accordance with the Family Medical Leave Act of 1993. See Appendix B. The employer will utilize FMLA leave concurrently with an employee selected paid leave. Employees do not have to exhaust accrued PTO prior to accessing FMLA but rather, FMLA leave must begin with a qualifying leave whether or not PTO is utilized. FMLA leave will run for up to twelve (12) weeks/sixty (60) work days.

SECTION 4. The Employer agrees employees shall be granted a leave of absence with pay when they are required to report for jury duty or for court appearances associated with their school district employment. Employees will be required to use a personal business or unpaid day for court appearance of a personal nature.

1) Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer.

2) Employees are entitled to the travel allowance provided by the City, County or State for miles traveled and reimbursed in the course of jury duty.

SECTION 5. An employee shall be considered on a leave of absence when subpoenaed to attend court proceedings as a witness. The Employer shall pay the difference, if any, between the hourly rate of the employee and the amount received for services as a witness.

ARTICLE 18

VACATIONS

SECTION 1. All regular full-time employees shall be entitled to vacation time with pay under the following schedule with the understanding the vacation time shall be earned in one year and used the following year (except as outlined otherwise in Section 4):

SECTION 2. For purposes of the vacation schedule set forth in this Article, a maximum of three (3) years of time lost due to an on-the-job disability for which the employee received Workers' Compensation benefits shall be counted as years of service and the employee shall receive vacation days accordingly.

SECTION 3. Employees who have been on military leave of absence shall be given seniority credit for vacation purposes for the full calendar year in which they return to active employment.

SECTION 4. Earned vacation days shall be credited to the employee at the beginning of each fiscal year (July 1 through June 30). If the employee elects not to take their allowed vacation during the current fiscal year, unused days will be compensated at their daily rate of pay in the final payroll of the current fiscal year. There will be no carryover of unused vacation days from one fiscal year to the next. If the initial year of employment is a partial year of employment, earned vacation days shall be prorated for that year.

SECTION 5. In case of retirement, resignation or death of an employee, the employee or the estate will be paid for all vacation days which have accumulated to his/her credit.

SECTION 6. Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of Senior employees, each year, after January 1st, each employee shall submit to his/her immediate supervisor his/her vacation request not later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available by seniority.

SECTION 7. Employees working in excess of two hundred (200) days of service per fiscal year shall be granted the following vacation without loss of pay:

a) After one (1) year of service – five (5) vacations days
b) After five (5) years of service – ten (10) vacation days
c) After ten (10) years of service – fifteen (15) vacation days
d) After fifteen (15) years of service – twenty (20) vacation days

ARTICLE 19

HOLIDAYS

SECTION 1. All probationary and regular employees will be eligible to receive holiday pay (as specified in Section 3 below) based on their current rate times the number of hours worked in a normal day; providing they have worked the scheduled work day preceding and following the holiday or are on paid leave. Employees called to work on a scheduled holiday will receive the holiday pay in a normal day plus the current rate times the number of hours worked.

SECTION 2. Holidays recognized by Section 3 of this Article that fall within an employee's vacation period will not be considered as part of their vacation.

SECTION 3. Employees will be entitled to the following holidays with the exception of holidays that fall outside of the employee's regularly scheduled work year:

Labor Day
Safety Day*
Thanksgiving Day
Friday after Thanksgiving

Christmas Eve
Christmas Day
Day after Christmas
New Year's Eve

New Year's Day
Good Friday
Memorial Day
Fourth of July

*When a day off in the school calendar

ARTICLE 20

COMPENSATION

SECTION 1. Attached and marked "Appendix C-1" are scales showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said schedules and the contents shall constitute a part of this Agreement.

SECTION 2. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

SECTION 3. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times.

SECTION 4. When an employee is required by the Employer to furnish his/her own transportation to and from a job location, he/she shall receive a mileage allowance per adopted Board policy or will be furnished transportation by the school district; but from home to the job is not considered part of this Section.

SECTION 5. The Employer is currently a member of the Michigan Public School Employees Retirement System (MPSERS). Provisions will be made for an employee to have his/her service time computed from the first day of employment.

SECTION 6. The Board shall contribute to MPSERS only those amounts it is required to contribute by law. -

SECTION 7. Where the employee has sick leave reserve and receives income under the Worker's Compensation Act, such income at the employee's option shall be supplemented by the Employer with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed that of his/her sick leave reserve, and such reserve shall be charged for all sick leave days or portions thereof paid to such employees. Employees are expected to comply with all District Worker's Compensation procedures in a timely manner.

SECTION 8. It is understood that no employee can realize monetary gains resulting from application of this Worker's Compensation language in applicable cases. Further, it shall be the employee's responsibility to immediately report any wages received from Worker's Compensation. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

SECTION 9. An employee reporting for call-in assignments shall be guaranteed two (2) hours pay at the rate of one and one-half (1-1/2) times his/her hourly rate.

SECTION 10. The following shift differentials shall apply at facilities with afternoon and evening shifts: twenty cents ($.20) - afternoon (any regular shift starting on or after 2:00 p.m.); twenty-five cents ($.25) - night (any regular shift starting on or after 5:00 p.m.).

SECTION 11. Employees working additional hours during their regular work year, beyond regularly scheduled hours, will be paid at their regular rate except as outlined in Appendix C-1.

SECTION 12. The senior employee, whenever possible, when assigned to work in a higher paying classification, shall receive the higher rate of pay classification for the hours worked in the higher classification. If an employee applies for positions in more than one wage classification, the employee will be paid the wages associated with each wage classification based upon the number of hours worked in each wage classification.

SECTION 12-1. When an employee works as a substitute teacher, the employee shall receive their highest hourly wage rate or the substitute teacher daily rate, whichever is greater.

ARTICLE 21

INSURANCE

SECTION 1. The Board will provide eligible bargaining unit members a medical benefit plan. The Board contribution toward the purchase of such medical benefit plan shall be limited to the amount authorized under Public Act 152 of 2011 for eligible employees. The Employer's contribution will be adjusted on January 1st of each subsequent year of this contract permitted by Section 3 of the Publicly Funded Health Contribution Act for each subscriber category as published by the Michigan Department of Treasury in compliance with Public Act 152. All other non-health benefits (dental, vision, life insurance, long term disability) shall be fully paid by the Board.

Any premium contribution amounts exceeding the Employer's subsidy shall be payroll deducted or paid by the employee in twenty (20) or twenty-six (26) pays as selected by the employee to maintain employee insurance coverage.

Eligible bargaining unit members not electing the above medical benefit plan coverage will receive $150 per month, provided the employee works an average of thirty-five (35) or more hours per week. The $150 payment may be applied by the bargaining unit member to a tax-deferred annuity (TDA) or cash in lieu per the conditions of this Agreement.

SECTION 2. The Board may, pursuant to P.A. 152, elect either the state mandated hard cap fixed dollar amount or the 80/20 percentage of premium option, and will make its determination on a yearly basis as soon as practicable, prior to the start of the next medical benefit plan year, and will timely advise the Union of its decision. If a successor agreement has not been ratified by the expiration date of the contract, the insurance premium increase shall not be the sole responsibility of the member.

SECTION 3. Eligibility Criteria. Employee eligibility for health insurance coverage will be determined based upon criteria established for District compliance with the Affordable Health Care Act.

Employees working two hundred (200) or more days per fiscal year:

- Hired After 7/1/12: Single coverage.
  Eligible employees may purchase additional coverage for eligible family members at their own expense.
- Hired After 7/1/1996 and Before 7/1/2012: Single or Two Person coverage
  Eligible employees may purchase additional coverage for eligible family members at their own expense.
- Hired Prior to 7/1/1996: Family coverage

Employees working less than two hundred (200) days per fiscal year:

- Hired After 7/1/12: Single coverage.
  Eligible employees may purchase additional coverage for eligible family members at their own expense.
- Hired After 7/1/1996 and Before 7/1/2012: Single coverage
  Eligible employees may purchase additional coverage for eligible family members at their own expense.
- Hired Prior to 7/1/1996: Family coverage

Employees working less than the time required per the conditions of the Affordable Care Act may purchase a District medical benefit plan at their own expense.

Employees who enroll in a MESSA ABC plan shall have the difference between the hard cap and the insurance premiums deposited into their Health Equity Savings Account (H.S.A). The amount elected, up to the full deductible, shall be determined by the employee each year and the Employer contribution shall be made on the first payroll in January.

Any remaining annual cost for the employee's elected medical plan premiums shall be paid, pre-tax, by the employee. Employees will reimburse the Board for all **premium** costs above the cap on a monthly basis. Should the employee separate from employment, any remaining funds owed to the Board will be deducted from any monies owed to the employee.

The financial institution receiving the HSA deposit will be designated by the Employer. If there is a change in the Internal Revenue Code that impacts this Article, then this Article is subject to be reopened for renegotiation at the request of the Board or Union.

SECTION 4. Health Plan Offerings and Plan B Benefits

Plan A For Employees Needing Health Insurance
MESSA Choices II
$1,000/$2,000 Deductible
w/$20 Office Visit
3 Tier Rx Drug Card
Plan B

Plan B for Employees Not Needing Health Insurance
Long Term Disability – see Section 8 below.
66 2/3% $3,000 maximum monthly benefit
60 Calendar Day Modified Fill
Alcoholism/Drug Addiction - Two (2) year Limitation
Mental/Nervous - Two (2) year Limitation
Freeze on Offsets

Delta Dental – see Section 6 below
Negotiated Life $25,000 AD&D – see Section 7 below.
Vision – see Section 5 below

Plan C for Employees Needing Health Insurance

MESSA ABC 1
$1650/$3300 H.S.A.
10% Coinsurance
$0 Office Visit
ABC Rx Drug Card
Plan B

SECTION 5. Vision Insurance. Basic full-family vision insurance for employees.

Vision MESSA Vision Preferred

SECTION 6. Dental Coverage. Full-family dental coverage for employees.

Delta Dental 100/100/100: annual max $2,000
90: $3,000 Lifetime maximum per eligible person

SECTION 7. Group term life insurance plan in the amount $25,000 per eligible employee. Such insurance shall be provided per the terms and conditions of the carrier; with the understanding that such terms and conditions limit coverage at age sixty-five (65) and provide no benefits at age seventy (70) or older.

SECTION 8. Long term disability coverage for employees who qualify for health insurance.

66 2/3%; $3,000 maximum monthly benefit
60 Calendar Day Modified Fill
Alcoholism/Drug Addiction - Two (2) year Limitation
Mental/Nervous - Two (2) year Limitation
Freeze on Offsets

SECTION 9. Annually, the Alcona EA and Alcona ESP shall elect the MESSA medical plan options that will be available beginning January 1 of each subsequent year. It is understood that changes in medical plan options may be made only by mutual agreement of the unions and Employer and without the necessity of reopening this Agreement for renegotiation. The elected options shall be determined by September 25 and communicated to the Employer and MESSA Representative for implementation.

ARTICLE 22

NEGOTIATIONS PROCEDURE

SECTION 1. Beginning not later than April 1 of the calendar year in which this Agreement expires, the Association and Board will negotiate over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning employees' wages, hours, and other terms and conditions of their employment. Any agreement so negotiated and ratified shall be reduced to writing and signed by representatives of the Board and the Union. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached before the expiration date, this Agreement shall expire at such expiration date unless extended for a specific period or periods by mutual agreement of the parties.

SECTION 2. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject to final ratification by the Board and by the Union. The parties' representatives shall be empowered during negotiations to enter into "tentative agreements" (TA's), which shall be in writing, dated and initialed by chief spokespersons on a provision by provision basis. TA's shall signify commitment to recommend ratification. No TA'd provisions shall be taken back for ratification until tentative agreements between bargaining teams is reached on all issues opened to negotiations.

SECTION 3. For matters not specifically covered by this Agreement, the Parties agree to meet during the term of the contract for the purpose of reviewing the administration of the contract and to resolve problems that may arise. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Board and the Union provided that the respective bargaining committee shall be empowered to effect temporary accommodations to resolve special problems.

SECTION 3-A. Such special conference will be called for this purpose within five (5) work days upon notification from the Union and/or Employer. The party requesting the special conference will prepare the agenda and only those items on the agenda will be discussed. If a special conference cannot be scheduled other than during working hours, the President will not lose time or pay spent in such special conference. If required by law, the Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Service (ORS) for any Union release time. If either party disagrees with the application of the law, then said party will address this issue through MERC.

SECTION 4. There shall be two signed copies of any final agreement. One copy shall be retained by the Board and one by the Union.

SECTION 5. Copies of this Agreement shall be available upon request from District Office and located on school transparency website.

SECTION 6. All school district personnel policies, and any changes in said policies, shall be distributed to the Union President following formal adoption of such change by the Board.

SECTION 7. If a successor Agreement has not been ratified by the date of expiration, wages and steps are frozen until a new Agreement is in place. Pay is retroactive upon ratification of the new Master Agreement.

ARTICLE 23

LIMITATION OF AUTHORITY AND LIABILITY

SECTION 1. No employee, Union member or other Agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment prohibited under Act 379, P.A. 1965, nor shall the Employer provoke a strike action by the Union or its members.

SECTION 2. Any individual employee or group of employees who willfully violate or disregard the arbitration and grievance procedure set forth in Article 8 of this Agreement, may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

ARTICLE 24

SEPARABILITY AND SAVINGS CLAUSE

SECTION 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court, or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

SECTION 2. In the event that any provision of the Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutual satisfactory replacement for the provision held invalid.

ARTICLE 25

DURATION OF AGREEMENT

SECTION 1. This Agreement shall be in full force and effect from the date it was ratified by the parties, and shall expire June 30, 2027, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) calendar days prior to the date of expiration.

SECTION 2. If a successor agreement has not been ratified by the date of expiration, pay is retroactive upon ratification of the new Master Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 30th day of June, 2024.

Alcona Community Schools
Board of Education

Chad Spitznagel, President
Warren MacNeill, Vice President
Erika Rice, Secretary
Vicky Hansen, Treasurer
Joel Blohm, Trustee
Brandon Schroeder, Trustee
Steve Yokom, Trustee
Dan O'Connor, Superintendent
Nicholas Cordes, Business Manager

Alcona Educational Support Professionals
MEA/NEA

Deb Kahila, President
Judy Fall, Vice President
Tina Stern, Secretary/Treasurer
Bobbie Fall, Bargaining Team
Cindy Sharboneau, Bargaining Team
Jesse Smith, Bargaining Team
Deborah K. Larson, MEA UniServ Director

APPENDIX A

ALCONA COMMUNITY SCHOOLS GRIEVANCE REPORT FORM
Alcona Educational Support Professionals Association M.E.A. N.E.A.

****

Grievance #_____
Building_____

Name of Grievant_____
Assignment_____

Date Filed_____

STEP 1

A. Date cause of grievance occurred

_____

B. 1. Statement of Grievance

_____

_____

_____

2. Relief Sought

_____

_____

_____

_____
_____
Signature Date

C. Disposition by Supervisor

_____

_____

_____

_____

_____

Signature Date

D. Position of Grievant and/or Union

_____

_____

_____

_____

Signature Date

****Attached sheets if additional space is necessary
****Submit to Supervisor in Duplicate.
1 OF 4

STEP 2

A. Date received by Superintendent or designee

_____

B. Disposition of Superintendent or designee

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Signature Date

C. Position of grievant and/or Association

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Signature Date

****See attached sheet if additional space is necessary.
2 OF 4

*****Submit to Board of Education Secretary in Duplicate

STEP 3

A. Date received by the Board of Education or designee

_____

B. Disposition by the Board of Education or designee

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Signature Date

C. Position of grievant and/or Association

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Signature Date

****See attached sheets if additional space is necessary
****File with American Arbitration Association

3 OF 4

STEP 4: Arbitration

A. Date Submitted

_____

B. Disposition

_____

_____

_____

_____

_____

Signature Date

Distribution of Form:

1. Grievant
2. Union
3. Supervisor
4. Superintendent

****See attached sheets if additional space is necessary 4 OF 4

APPENDIX B:

Employee Rights And Responsibilities Under The Family And Medical Leave Act (FMLA)

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

for incapacity due to pregnancy, prenatal medical care or child birth;
to care for the employee's child after birth, or placement for adoption or foster care;
to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

*The FMLA definitions of "serious injury or illness" for current service members and veterans are distinct from the FMLA definition of "serious health condition".

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family

leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to: interfere with, restrain, or deny the exercise of any right provided under FMLA; and

discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

APPENDIX C – JOB CLASSIFICATIONS

Secretaries Classifications

1. Lead Secretary
2. Secretary/Receptionist

Para Professionals and Clerks Classifications

1. Distance Learning Assistant
2. Paraprofessionals
3. Vocational Education Instructional Assistant
4. Non-Instructional Assistant
5. Non-Instructional IT Assistant

Facility Caretakers and Mechanics Classifications

1. Lead Mechanic
2. Facility Caretakers
3. Maintenance

Food Service Classifications

1. Lead Cook
2. Cooks/Cashiers

Transportation Classifications

1. Drivers

APPENDIX C-1 **Classification Wages 2024-2027**

Classification: Secretaries	1	2	3
Lead Secretary	$ 17.00	$ 17.50	$ 18.00

Secretary/Receptionist	1	2	3
	$ 13.00	$ 13.50	$ 14.00

Classification: Paraprofessionals/Clerks	1	2	3
Distance Learning/IT Assistant	$ 14.00	$ 14.50	$ 15.00

Paraprofessional	1	2	3
	$13.00	$13.50	$14.00

Non-Instructional Paraprofessional	1	2	3
	$ 12.00	$ 12.50	$ 13.00

Voc Ed Instructional Assistant	1	2	3
	$ 16.00	$ 16.50	$ 17.00

Classification: Maintenance/Facility	1	2	3
Lead Mechanic	$ 18.50	$ 19.00	$ 19.50

Maintenance	1	2	3
	$ 17.50	$ 18.00	$ 18.50

Facility Caretakers	1	2	3
	$ 14.50	$ 15.00	$ 15.50

Classification: Food Service	1	2	3
Lead Cook	$ 15.40	$ 15.90	$ 16.40

Cook/Cashier	1	2	3
	$ 13.00	$ 13.50	$ 14.00

Classification: Transportation	1	2	3

Bus Driver	$ 17.00	$ 17.50	$ 18.00
	Base	**$0.50**	**$0.50**

APPENDIX D Employee Incident Report



Alcona Community Schools
Employee Incident Report

Please complete the in-district "Incident Report Form." and turn into Supervisor within 24 hours of incident.

If additional medical attention is needed PLEASE notify Supervisor Immediately

Employee Name:

DOB: **Gender:**

Home Address:

Contact Number:

Date of Injury: **Time of Injury:** **AM or PM**

Location of Incident:

How Did the Injury Occur?

Machine/Equipment Involved?

Unsafe Acts Performed?

Unsafe Conditions Present?

Any Damage to Property?

Corrective Action Taken/Recommended:

Camera Footage pulled by Supervisor? ☐ **YES** ☐ **NO**

Employee Refused Medical Treatment ☐ **YES** ☐ **NO** **Employee Initial:**

Employee Signature **Date:**

Supervisor Signature **Date:**

Updated 01/09/2024

MEMORANDUM OF UNDERSTANDING – Vacation for Employees hired PRIOR to July 1, 1996 working in excess of two hundred (200) days.

Employees hired PRIOR to July 1, 1996 and working in excess of two hundred (200) days of service per fiscal year shall be granted the following vacation days without loss of pay:

a) after one (1) year of service – five (5) vacations days
b) after two (2) years of service – ten (10) vacation days
c) after five (5) years of service – fifteen (15) vacation days
d) after ten (10) years of service – twenty (20) vacation days

MEMORANDUM OF UNDERSTANDING – Replacement of Paid Medical Leave Act (PMLA) with Earned Sick Time Act (ESTA)

The District and the Union will negotiate the rules and regulations regarding the Earned Sick Time Act (ESTA), effective February 21, 2025, to replace the Paid Medical Leave Act (PMLA) language in Article 16, Section 11.